# **TERMS & CONDITIONS**

Terms and conditions define the rules of using the **hortenxio.com** online store, which operates under the domain with the address www.hortenxio.com, run by the company:

Sembot Ltd. 4<sup>th</sup> Floor 18 St. Cross Street London EC1N 8UN; ecommerce@sembot.io, (+44) 203 80 79 790

## **Definitions used in the TERMS & CONDITIONS**

- a) TERMS & CONDITIONS this document "TERMS & CONDITIONS"
- b) Store the Hortenxio online store run by the Company, whose offer is available at the Internet address www.hortenxio.com,
- c) Company Sembot Ltd. 4th floor 18 St. Cross Street London EC1N 8UN; mail address: ecommerce@sembot.io.
- d) Customer someone who made an order in the Store
- e) Cart an element of the Store, with the help of which the Customer can specify the details of his order. These details regarding: quantity of orders for Products and their address, delivery address, invoiced address, delivery method, payment method.
- f) Product products sold by the hortenxio.com

# Registration

- 1. Users may be natural persons who are 18 years of age and have full legal capacity, legal persons and organizational units without legal personality, but able to acquire rights and incur liabilities on their own behalf.
- 2. Technical requirements necessary to use the Store:
- a) Internet access,
- b) web browser (the latest versions of all browsers are recommended),
- c) having an e-mail address and telephone number

#### Terms of the contract

- 1. The Customer deciding to make a purchase in the Store adds the selected Products to the Cart. After adding the selected Product, it is automatically transferred to the Cart.
- 2. Moving the Product to the Cart is not the same as booking the Product in a way that prevents other Customers from purchasing it. The product is reserved when it enters the payment stage.

- 3. In the Cart, a potential customer can view the Products he adds and calculate the cost of the entire order. Can edit the quantities and cancel them.
- 4. After selecting the option to go to payment in the Basket panel, the Customer may proceed to conclude a sales contract by making "Purchase Without Registration" by entering his contact and address details.
- 5. Only entering all the necessary information entitles the Customer to place an order. After the electronic message about receiving the order, the acceptance of the order for execution will be confirmed by the company by phone or e-mail. Confirmation of the order means the conclusion by the Customer of a contract of sale of the ordered Products with the company in the amount and for the price indicated in the order summary in the Cart.
- 6. Shipment takes place after the payment for the Product purchased by the Customer is credited. The shipping time depends on the type of product, in accordance with the individual information on the product card.
- 7. The company is not responsible for:
- a) failure to deliver the Product or delay in its delivery, resulting from incorrect or inaccurate delivery address and contact details provided by the Customer,
- b) failure to deliver the Product or delay in its delivery, if it is the result of force majeure, i.e. natural disaster, state of emergency, martial law, unannounced strike of suppliers (courier company), etc.
- c) failure to deliver the Product or delay in its delivery resulting from a temporary lack of the product or delays resulting from production problems.

### Methods and terms of payment for the product

1.Possible current payment methods are specified in the Online Store in the "Payment methods" tab and each time on the subpage of a given Product. The available payment methods may depend on the delivery method chosen by the Customer.

#### **Final provisions**

- 1. The company is not responsible for:
- a) blocking by mail server administrators sending messages to the e-mail address indicated by the Customer and for removing and blocking e-mails by software installed on the computer used by the Customer,
- b) damage suffered by the Customer due to threats on the Internet, in particular hacking into the Customer's system, taking over passwords by third parties, infecting the Customer's system with viruses,
- c) interruptions in the provision of access to the Store due to technical reasons (e.g. maintenance, inspection, replacement of equipment, etc.) or other reasons beyond the control of the company.
- 2. Advertisements of third parties in relation to the company may be displayed on the Store's website. The company is not responsible for the content of the pages to which the links contained in the advertisements refer.

- 3. The company points out that the Store contains Works protected by copyright. Customers and visitors to the store undertake to comply with intellectual property rights (including proprietary copyrights and industrial property rights such as rights resulting from registration of trademarks) of the company and third parties.
- 4. Posting unlawful content by customers is prohibited. The company is not responsible for the opinions posted under the Products. The company, however, reserves the right to moderate, shorten or delete comments that violate applicable law, as well as generally accepted rules of social coexistence (e.g. vulgar comments, inciting to racial hatred, etc.).
- 5.The English courts will have exclusive jurisdiction over any claim arising out of or in connection with these Terms and Conditions. These Terms and Conditions and any dispute or claim arising therefrom shall be governed by and construed in accordance with English law.
- 6. The Company reserves the right to change these TERMS & CONDITIONS about which he will inform at least 14 days before the planned changes.